



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7394-22
RFP Title:	HEIL VALLEY RANCH OPEN SPACE TRAIL BRIDGES AND BOULDER REVETMENT DESIGN AND CONSTRUCTION PROJECT
Mandatory Pre-Proposal Meeting:	N/A
RFP Questions Due:	NOVEMBER 29, 2022 – 2:00 P.M.
Submittal Due Date:	DECEMBER 13, 2022 – 2:00 P.M.
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Payment and Performance Bonds Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist BID Tab Signature Page Attachment A: Bridge Location Map Attachment B: Longmont Map Return Temp Bridge Attachment C: Bridge and Boulder Drawings Attachment D: FRP Bridge Specifications Attachment E: Purchase Order Terms Attachment F: Sample Contract



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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department (BCPOS) is seeking proposals for design, engineering, and installation of two (2) clear span fiber reinforced polymer (FRP) composite bridges and installation of the designed boulder revetment for the bridges. These bridges are replacements for bridges that were destroyed in the 2020 Calwood Fire. The proposed bridges are located at the main trailhead on the Heil Valley Ranch Open Space, 1188 Geer Canyon Road, Boulder, Colorado. The project includes design, fabrication, and installation of two (2) bridges:

- #1) a six (6) foot wide by forty-one (41) foot long and;
- #2) a four (4) foot wide by forty-seven (47) foot long.

The bridges shall be engineered to support the weight of equestrians, pedestrians, bicyclists, and off highway vehicles (OHV). Included in the construction services is installation of boulder revetment for both bridges. The work includes removal and disposal of regrading of the stream banks and revegetating the disturbed areas. The work is anticipated to begin January 2023 and may take until May 2023 to complete.

CONTRACT LANGUAGE:

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning. Work will not commence until the County has issued a Notice to Proceed to the selected Contractor.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this RFP. **Only the Primary Contractor is responsible for meeting the insurance requirements listed in this RFP**

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another proposer based on the RFP, re-bid the work, or proceed in any lawful manner the County deems necessary.

PAYMENT & PERFORMANCE BONDS:

This Project is classified as a Design – Construct Project, therefore, the Payment Bond and the Performance Bond will be collected only on the construction amount of the awarded bid. The Payment Bond and the Performance Bond are each required to equal 100% of the construction costs as outlined in the bid tab section. Bidders may include the cost of this bonding into the total proposed cost. The bonds, for the construction amount only, are due once the County's formal Bid Award is completed and prior to the execution of the contract.

The selected contractor will be required to submit the actual bonds to the County either in-person or by mail delivery. The contract will not be executed until the submitted bonds are received, verified and approved by the County, in writing.

Retainage on all construction approved invoices submitted and a Notice of Final Settlement posting will be required for this Project prior to the release of the secured Payment and Performance Bonds.

PAYMENT FOR SERVICES:

The selected Contractor will be paid in progressive payments upon completion of the designated tasks as described below and once said deliverables are inspected and approved by the County. It is anticipated that six (6) payments will be made based upon the schedule below.

Payment Schedule:

1. Acceptance of bridge designs
2. Delivery of bridge components
3. Installation of bridge
4. Completion of boulder revetment
5. Retainage
6. Twelve (12) payments for erosion control BMP maintenance (one per month)

Contractor shall submit, in writing, to Boulder County, a request for payment. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

Additionally, payment for Project awarded is subject to the terms and conditions of the Boulder County issued Purchase Order.

PRE-PROPOSAL MEETING:

A Pre-proposal meeting will NOT be held for this Project.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Bridge Locations Map
2. Attachment B: Longmont Parks Yard Return Temp Bridge Map
3. Attachment C: Bridge and Boulder Revetment Drawings
4. Attachment D: FRP Bridge Specifications
5. Attachment E: Purchase Order Terms and Conditions
6. Attachment F: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **NOVEMBER 29, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **DECEMBER 6, 2022**.

Do not contact any other county department or personnel with questions or for information regarding this solicitation.

SUBMITTAL INSTRUCTIONS:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on DECEMBER 13, 2022**. **Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7394-22** in the subject line.

All RFPs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

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1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
 2. Each proposer will furnish the information required in the Request for Proposals.
 3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
 4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
 5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
 6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
 7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
 8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
 9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

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The design for the proposed bridge shall be a fiber reinforced polymer (FRP) bridge. All bridge dimensions shall be per the attached drawings. The bridges shall meet have a 90 PSF uniform load and a 10,000-pound vehicle rating. The successful proposer shall coordinate the design of the bridge anchoring system with BCPOS and Otak, Inc., the Engineer of Record (Engineer).

For complete design requirements and specifications see Attachments C and D.

BCPOS RESPONSIBILITIES:

- A. Notify the awarded Contractor, in writing, to proceed with the work described herein and designate a person to act as the BCPOS representative with respect to the services related to this project.
- B. BCPOS will assist the awarded Contractor by placing at his or her disposal all available information pertinent to the project site including, but not limited to drawings, maps, aerial photos, and other data which may be useful to the bridge manufacturer.
- C. BCPOS will coordinate with the Engineer and the awarded Contractor to provide drawings, specifications and/or other information required by the Contractor to successfully complete the project.
- D. BCPOS will apply for any permits required for the project with the exception of the Discharge Permit and the Storm Water Quality permit.

CONTRACTOR'S RESPONSIBILITIES:

- A. Design, manufacture, and install two (2) FRP bridges in accordance with Drawings and Specifications.
- B. Coordinate the bridge anchor design and manufacturing with BCPOS and BCPOS' Engineer.
- C. Provide all labor, material, and equipment necessary to construct and complete the boulder revetment in accordance with Drawings and Specifications.
- D. Provide all labor, material and equipment to remove and transport the temporary bridge to the City of Longmont Parks Department storage yard located at 101 Martin Street, Longmont, Colorado.

The temporary bridge specifications are:

1. Width: ten (10) feet
 2. Length: sixty-seven (67) feet
 3. Height: six (6) feet
 4. Weight: thirty thousand (30,000) pounds
- E. Maintain erosion control BMPs for one year after substantial project completion.
- F. Additional Contractor responsibilities as listed in Attachment C, Project drawings.
- G. Contractor is responsible for obtaining the following permits prior to commencement of any construction activities associated with this proposed development:
1. a stormwater discharge permit from the Colorado Department of Public Health and Environment.
 2. and a Boulder County Stormwater Quality Permit.

DELIVERABLES:

Contractor shall refer to Attachment D, FRP Bridge Specifications, 5.0 Submittals, sub-paragraph 5.1 Drawings.

WARRANTIES:

Contractor shall refer to Attachment D, FRP Bridge Specifications, 9.0 Warranty and the sample contract, Attachment F, provision Guaranties and Warranties.

PROJECT SUBSTANTIAL COMPLETION:

Following County approval of all deliverables and completion of all inspections, except with respect to erosion control, re-seeding and/or “finally stabilized” obligations set forth under “Specifications” and in Attachment C (collectively, the “Restorative Work”), the County will consider the Project to be 90%, and substantially, complete. At substantial completion, the County will process the Notice of Final Settlement and any outstanding invoices and/or retainage including the return of bonds posted for the Project. Contractor must complete the Restorative Work within one year after the date of substantial completion. *Finally stabilized means that all disturbed areas have a uniform vegetative cover has been established with a density of a least 70 percent of pre-disturbance levels and the vegetation cover is capable of providing erosion control equivalent to pre-existing conditions, or equivalent permanent, physical erosion reduction methods have been employed.*

SURVIVAL AFTER TERMINATION:

The remaining ten percent (10%) of the Work will continue to be a contractual responsibility of the selected Contractor until the Work is accepted by the County per the terms of the contract. The Contractor will be paid, as indicated in the bid tab in monthly intervals as Work is completed by the Contractor and as the Work is approved by the County.

PERMITS, LICENSES, LOCATES AND CODES:

The selected Contractor shall have full responsibility for identifying and obtaining, prior to the start of work, and for maintaining throughout the term of the Project, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work on the Project satisfy the provisions of this paragraph.

Contractor is responsible to contact and coordinate with utility companies regarding protection of existing utilities and special requirements at utility crossing locations, as well as, other conditions where work is nearby existing utilities. Contractor shall be responsible for all costs of coordination with utilities including, but not limited to, outages, protection or support and any fees for costs from the utility.

CONTRACTOR LICENSING:

It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Community Planning and Permitting Department. Electricians and plumbers are required to be licensed through the State of Colorado and registered with the Boulder County Community Planning and Permitting Department. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado.

SUBCONTRACTORS:

Contractor is required to disclose to County the complete business name(s) of all potential subcontractors that will be assigned to this Project, should the Contractor be selected. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall be solely responsible for timely payment of its subcontractors.

PROJECT COMPLETION SCHEDULE:

The selected Contractor will have until **May 19, 2023**, to complete the work.

CONFLICT OF INTEREST:

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

CHANGE ORDERS:

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and

completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

HOURS OF OPERATION:

Contractor work hours shall be designated as Monday through Friday, 7:00 a.m. to 5:00 p.m. Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

OWNERSHIP OF WORK PRODUCT:

All work product, property, data, documentation, information or materials conceived, discovered, developed or created by the selected Contractor pursuant to this proposal and subsequent Contract will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. The selected Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

The selected Contractor will agree to keep confidential all County Data, and will agree not to sell, copy, modify, reproduce, republish, assign, distribute, data mine, search or disclose any such confidential information to any other person or entity without the County's written permission, including metadata (e.g. aggregations of county data or analysis of county data content).

The Contractor shall not access County accounts or County Data, except in the event as required by the express terms of a written contract between the mutual Parties and/or at the express written request of the County. All data obtained by the Contractor in the performance of this solicitation resulting in a contract shall become and remain the property of the County. The Contractor shall not use any information collected in connection with the service issued from this solicitation for any purpose other than fulfilling a County contract for this RFP.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Excess or Umbrella	\$3,000,000; May be required if higher limits are requested. Umbrella/Excess Liability insurance in the amount \$3,000,000.00, following form
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years

In regard to General Liability, Umbrella/Excess Liability, and Pollution Liability:

If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed. If you require a waiver of insurance requirements, you may request one in your response with an explanation.

W-9 REQUIREMENT:

Provide a copy of your business's W-9 with your proposal.



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SUBMITTAL CHECKLIST

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of firm/Organization
	Telephone and Email address
	Name and Address of the Partners and Subcontractors – IF APPLICABLE
	A detailed project schedule with an all-inclusive total cost include Contractor's ability to meet Project Completion Schedule
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit three (3) references for similar projects your firm has completed within the last three (3) years and contact information
	Insurance Certificate – Proof of Insurance - SAMPLE
	Copies of Professional certifications and/or license - IF APPLICABLE
	Payment bond and Performance Bond – Ability to meet requirement
	W-9 from current year
	Signature Page
	Line Item Pricing Question Response with Signature
	Addendum Acknowledgement(s) – IF APPLICABLE

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR PROPOSAL PACKAGE: Bidder will answer Yes or No indicating compliance and complete signature block below:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?

Company Name

Name of person and title submitting BID (PLEASE PRINT)

Signature of Bidder Date



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BID TAB

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1.	Site Prep & Erosion Control Mobilization; erosion control.	\$_____
2.	Boulder Revetment Installation of revetment in accordance with Drawings and Specifications	\$_____
3.	Design and Engineering of Two (2) RFP Bridges	\$_____
4.	Delivery and Installation of Two (2) RFP Bridges	\$_____
5.	Removal of Temporary Bridge Remove, transport and place temporary bridge in Longmont Parks Yard	\$_____
6.	Revegetation Prepare area for seed, seeding and mulching area in accordance with Drawings and Specifications	\$_____
7.	Erosion Control BMP Maintenance Twelve (12) months of erosion control BMP maintenance	\$_____
		TOTAL \$_____

Company Name

Name of person and title submitting PROPOSAL (PLEASE PRINT)

Signature of Bidder

Date



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below, I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.





E. 1st St.

Longmont Wasterwater Plant

S. Martin St.

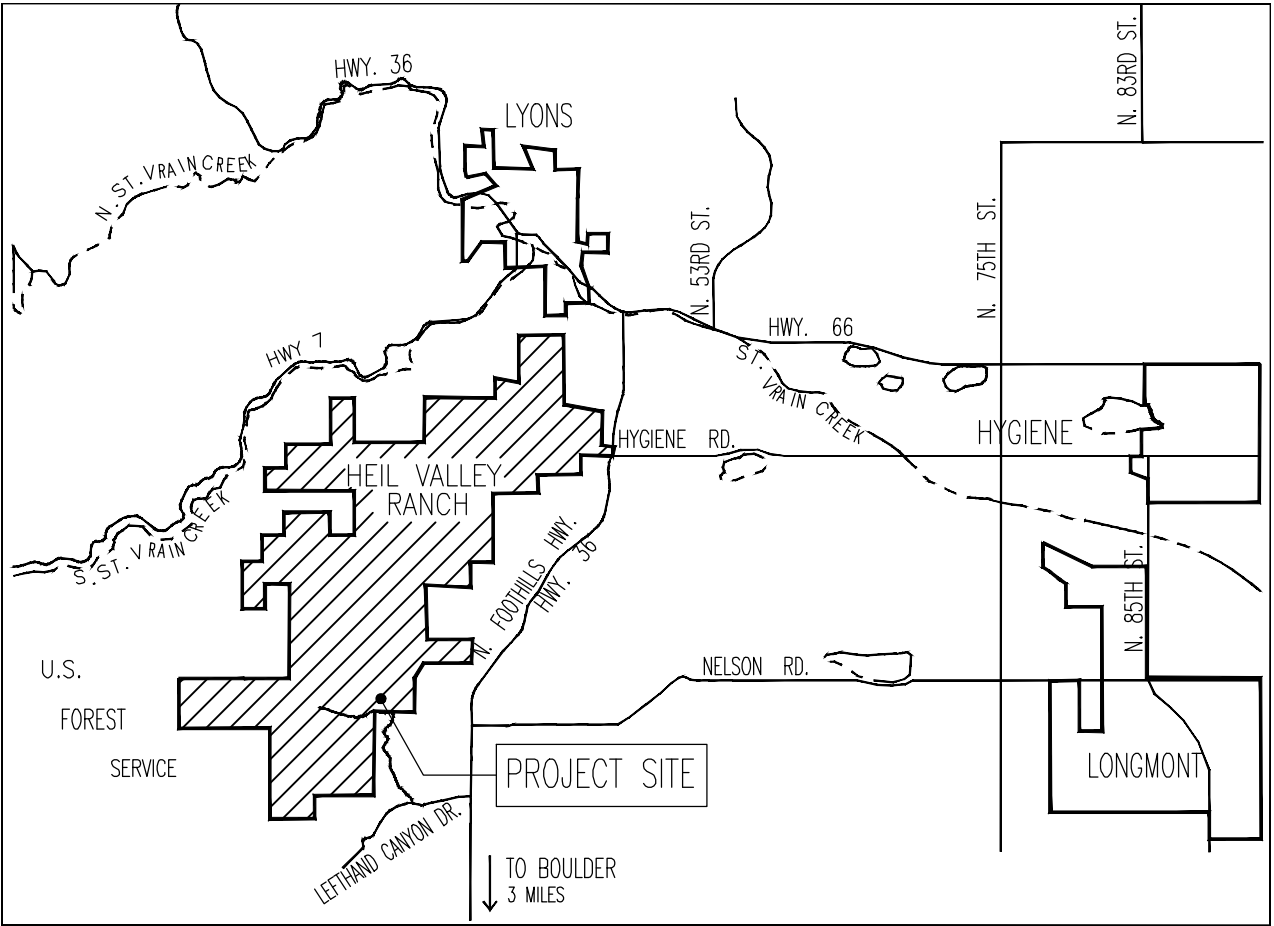
Temp Bridge
Return Location

State Highway 119

BOULDER COUNTY PARKS AND OPEN SPACE

HEIL VALLEY RANCH TRAIL BRIDGES

BOULDER COUNTY, COLORADO



VICINITY MAP
NO SCALE

SECTION 12
TOWNSHIP 2N
RANGE 71W

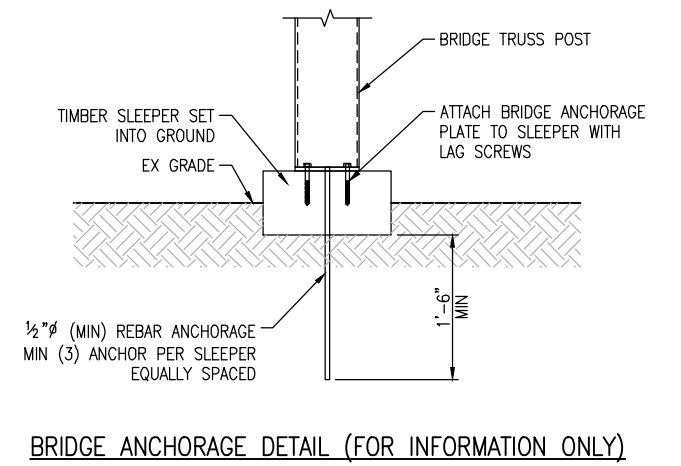
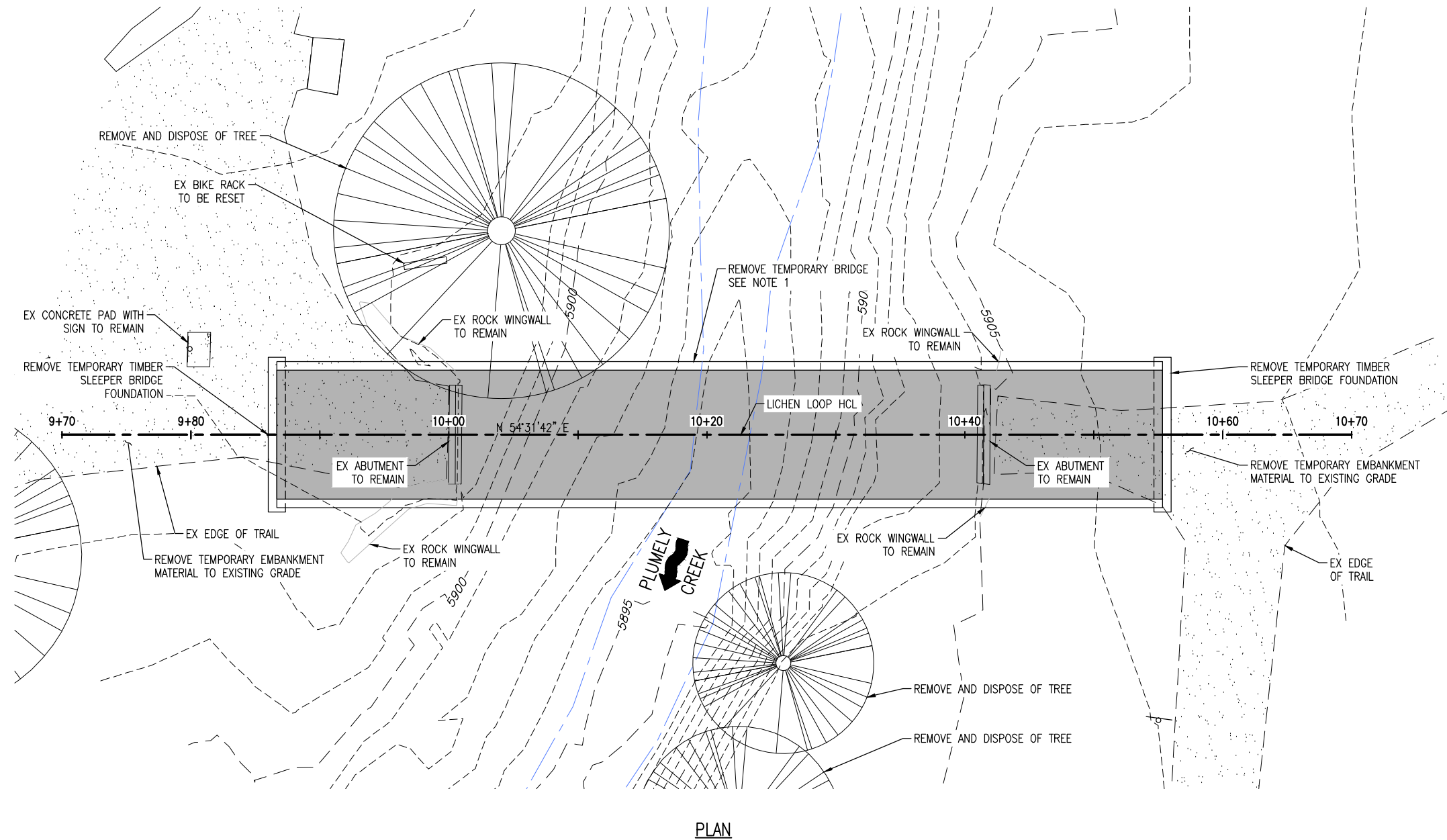
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	REMOVAL AND RESET PLAN (NORTH BRIDGE)
4	GENERAL LAYOUT (NORTH BRIDGE)
5	GENERAL LAYOUT (SOUTH BRIDGE)
6	HYDRAULIC DATA
7	DETAILS
8	EROSION CONTROL NOTES
9	EROSION CONTROL OVERVIEW
10	EROSION CONTROL PLAN

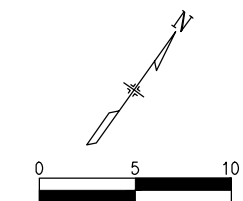




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							Void:	Project Engineer:	
								PROJECT STARTED: / / ACCEPTED: / /	
								Comments:	Sheet Number 1

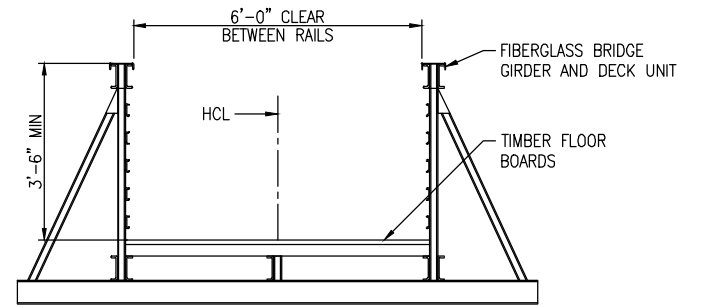
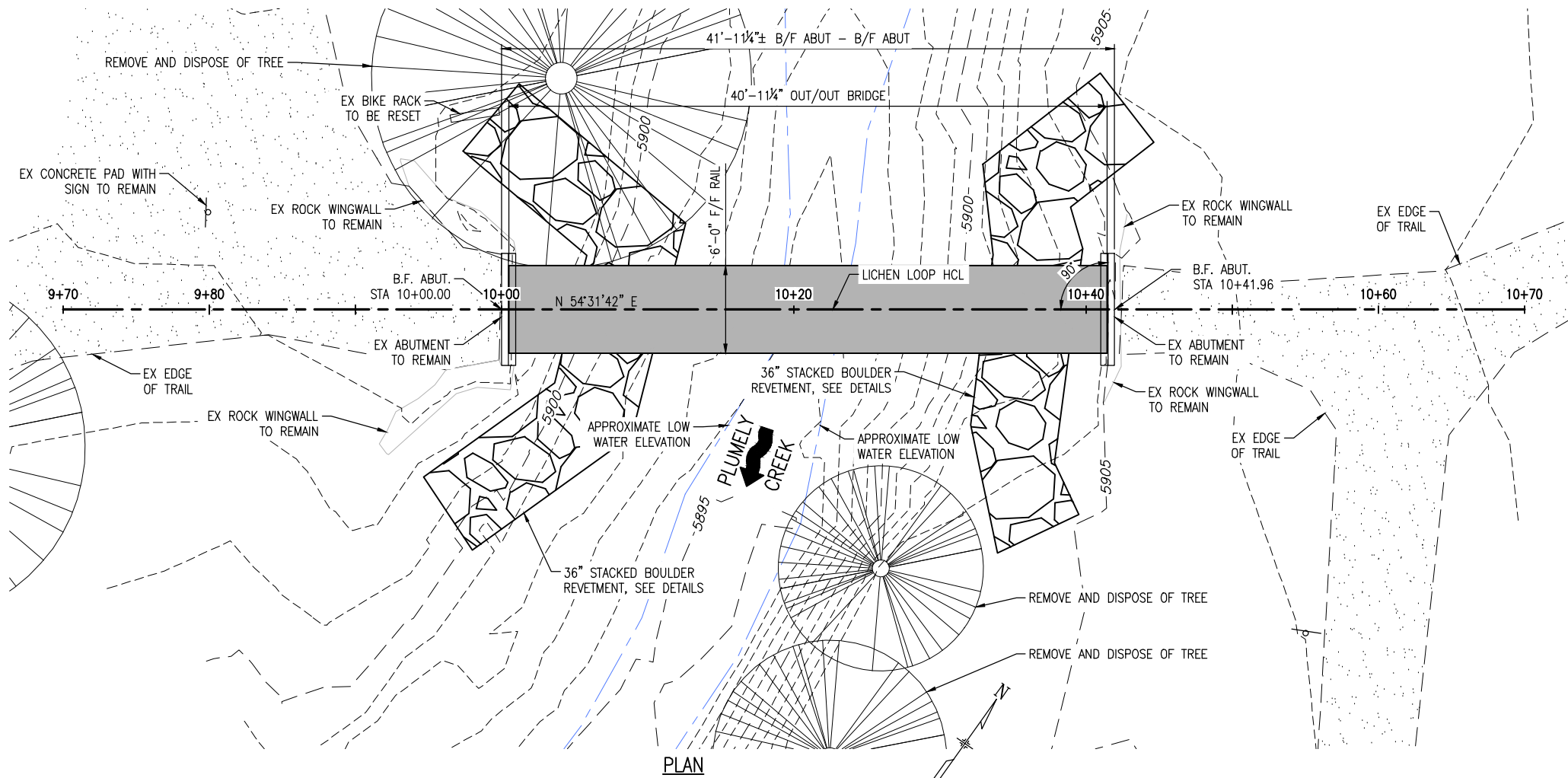
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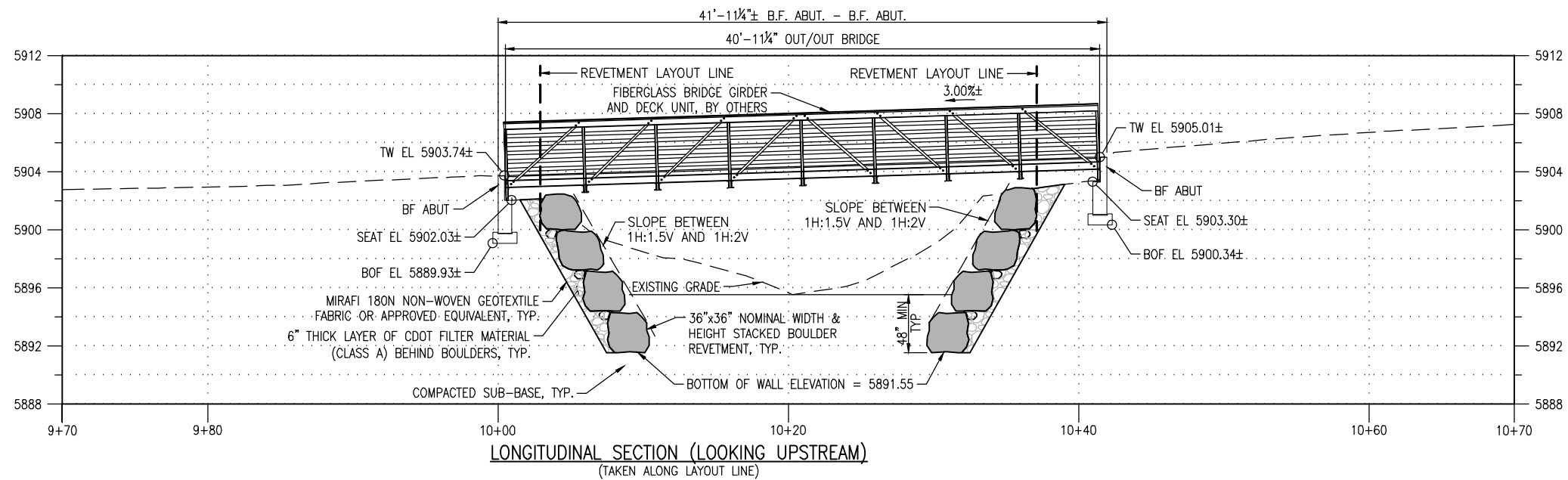
BRIDGE ANCHORAGE DETAIL (FOR INFORMATION ONLY)



Print Date: Sep 30, 2022	<div></div> <div></div> <div></div> <div></div> <div></div>	Sheet Revisions					As Constructed		HEIL VALLEY RANCH TRAIL BRIDGES REMOVAL AND RESET PLAN (NORTH BRIDGE)			Project No./Code	
File Name: 20584-020-Removal and Reset.dwg		Date:	Comments	Init.			No Revisions:					-	
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									Detailer: M. Cunningham	Numbers			
							Void:		Sheet Subset: R&R	Subset Sheets:	1 of 1		Sheet Number 3



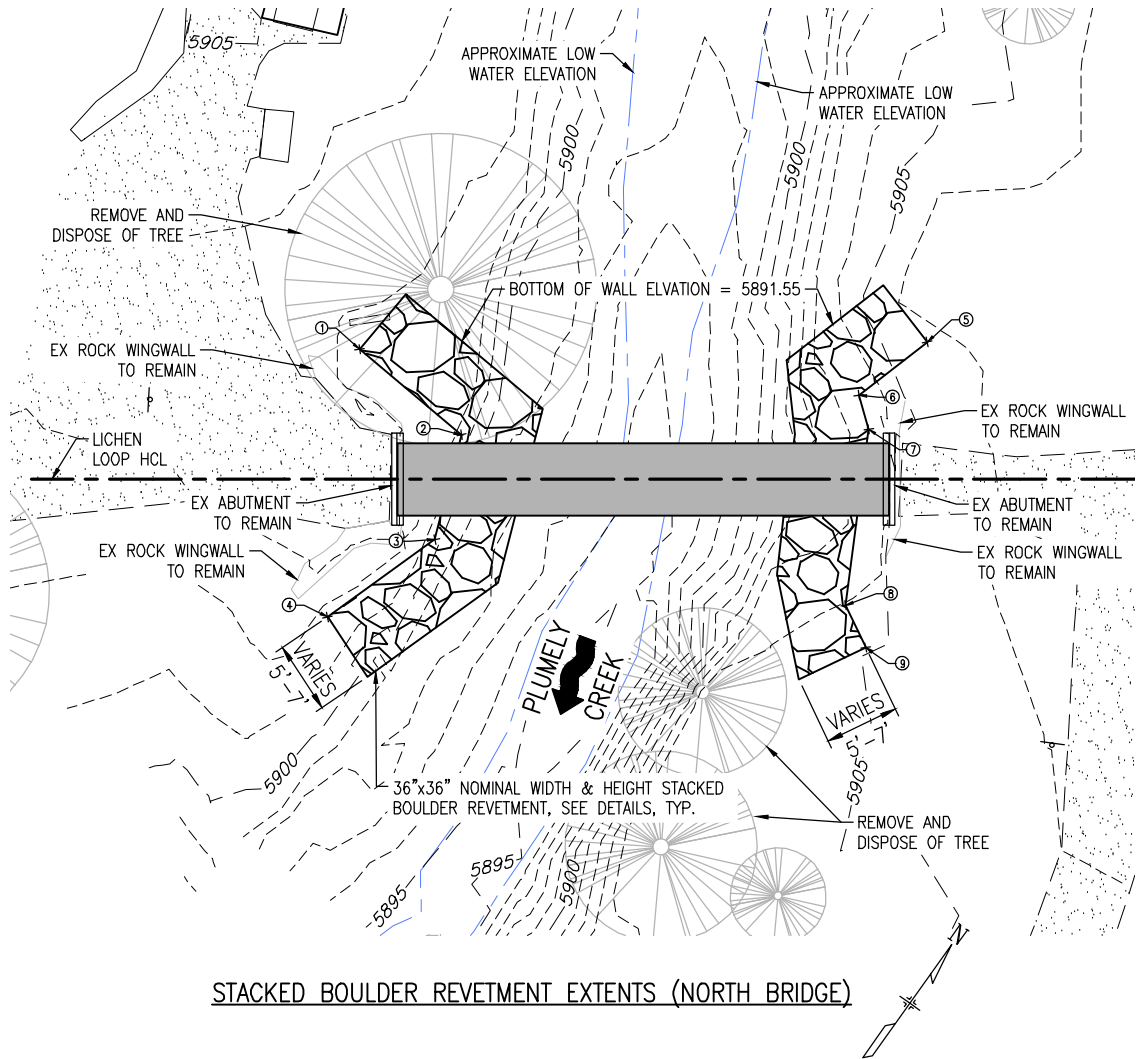
TRANSVERSE SECTION (LOOKING AHEAD STATION)
SCALE: 1" = 2'-0"



Print Date: Sep 30, 2022		<div><div></div><div></div><div></div><div></div><div></div></div>	Sheet Revisions					As Constructed		HEIL VALLEY RANCH TRAIL BRIDGES GENERAL LAYOUT NORTH BRIDGE			Project No./Code	
File Name: 20584-030-General Layout.dwg			Date:	Comments	Init.			No Revisions:					-	
Horiz. Scale: Vert. Scale:								Revised:		Designer: D. Graff	Structure		-	
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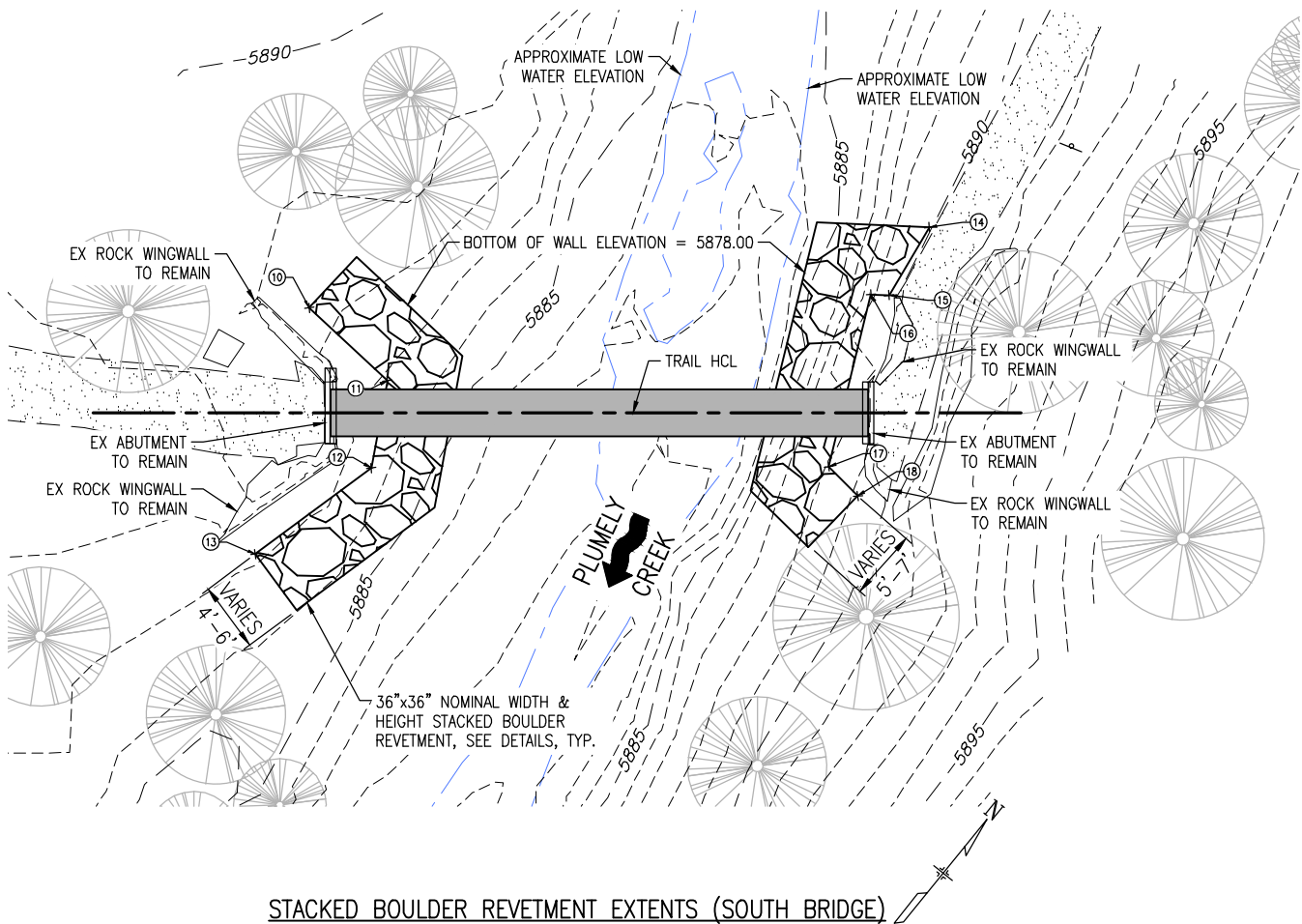
Y:\Shared\Projects\20500\20584\04 CAD\ACAD\20584-035-General Layout Hydraulics.dwg | SHEET01 | david.graff | Sep 30, 2022 - 12:00pm

NOTES:
1. ALL EXISTING TREES TO REMAIN UNLESS NOTED OTHERWISE ON THE PLANS.



STACKED BOULDER REVETMENT EXTENTS (NORTH BRIDGE)

REVTMENT LAYOUT LINE (NORTH BRIDGE)				
POINT #	NORTHING	EASTING	TOP OF REVETMENT ELEVATION	DESCRIPTION
1	1297305.0501	3055910.0135	5902.12	BOULDER REVETMENT EXTENTS
2	1297304.1795	3055921.0575	5902.12	BOULDER REVETMENT EXTENTS
3	1297295.7853	3055924.3143	5902.12	BOULDER REVETMENT EXTENTS
4	1297285.3341	3055920.7682	5902.12	BOULDER REVETMENT EXTENTS
5	1297332.9767	3055948.1677	5902.86	BOULDER REVETMENT EXTENTS
6	1297326.0656	3055946.0956	5902.86	BOULDER REVETMENT EXTENTS
7	1297324.2323	3055948.4121	5902.86	BOULDER REVETMENT EXTENTS
8	1297311.1801	3055955.3432	5902.86	BOULDER REVETMENT EXTENTS
9	1297309.2868	3055958.7621	5902.86	BOULDER REVETMENT EXTENTS





STACKED BOULDER REVETMENT EXTENTS (SOUTH BRIDGE)

REVTMENT LAYOUT LINE (SOUTH BRIDGE)				
POINT #	NORTHING	EASTING	TOP OF REVETMENT ELEVATION	DESCRIPTION
10	1296908.3428	3055908.6213	5886.65	BOULDER REVETMENT EXTENTS
11	1296907.6849	3055917.8067	5886.65	BOULDER REVETMENT EXTENTS
12	1296900.9723	3055921.4576	5886.65	BOULDER REVETMENT EXTENTS
13	1296888.9286	3055918.3553	5886.65	BOULDER REVETMENT EXTENTS
14	1296947.3566	3055945.7854	5888.11	BOULDER REVETMENT EXTENTS
15	1296940.6225	3055946.7816	5888.11	BOULDER REVETMENT EXTENTS
16	1296939.6897	3055945.5257	5888.11	BOULDER REVETMENT EXTENTS
17	1296925.8617	3055952.0282	5888.11	BOULDER REVETMENT EXTENTS
18	1296925.4755	3055955.5719	5888.11	BOULDER REVETMENT EXTENTS



Print Date: Sep 30, 2022
File Name: 20584-035-General Layout Hydraulics.dwg
Horiz. Scale: Vert. Scale:

Sheet Revisions		
Date:	Comments	Init.

		As Constructed		HEIL VALLEY RANCH TRAIL BRIDGES HYDRAULIC DATA		Project No./Code	
		No Revisions:				—	
		Revised:		Designer: C. Romeyn	Structure Numbers	—	
				Detailer: M. Cunningham			
Void:		Sheet Subset: HYDR	Subset Sheets: 1 of 1		Sheet Number 6		

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FOR PROJECT INFORMATION

B. PROJECT SITE DESCRIPTION: BRIDGE REPLACEMENT AND SCOUR PROTECTION CONSTRUCTION.

1. TOTAL AREA OF CONSTRUCTION SITE (LOC): 1.54 ACRES
2. TOTAL AREA OF DISTURBANCE (LDA): 0.28 ACRES
3. ACREAGE OF SEEDING: 0.21 ACRES

4. HORIZONTAL DISTANCE NEAREST WATER OF THE STATE IS FROM PROJECT:
0 FEET

- 1) MOBILIZATION/ CONSTRUCTION SURVEYING
- 2) EROSION CONTROL
- 3) EXCAVATION AND SCOUR PROTECTION
- 4) BRIDGE DECK INSTALLATION
- 5) RESTORATION / SEEDING
- 6) CLEANING

2. IF DISCHARGES DO NOT MEET THE ABOVE CRITERIA A SEPARATE PERMIT FROM THE DEPARTMENT OF HEALTH WILL BE REQUIRED. CONTAMINATED GROUNDWATER REQUIRING COVERAGE UNDER A SEPARATE PERMIT MAY INCLUDE GROUNDWATER CONTAMINATED WITH POLLUTANTS FROM A LANDFILL, MINING ACTIVITIES, INDUSTRIAL POLLUTANT PLUMES, UNDERGROUND STORAGE TANK, ETC.

1. PERIMETER CONTROL SHALL BE ESTABLISHED AS THE FIRST ITEM ON THE SWMP TO PREVENT THE POTENTIAL FOR POLLUTANTS LEAVING THE CONSTRUCTION SITE BOUNDARIES. ENTERING THE STORMWATER DRAINAGE SYSTEM, OR DISCHARGING TO STATE WATERS.
2. PERIMETER CONTROL MAY CONSIST OF VEGETATION BUFFERS, BERMS, SILT FENCE, EROSION LOGS, EXISTING LANDFORMS, OR OTHER BMPs AS APPROVED.
3. VEHICLE CONTROL PADS SHALL BE INSTALLED PRIOR TO CONSTRUCTION.



1. ANY MATERIAL STOCKPILES SHALL BE LOCATED AWAY FROM SENSITIVE AREAS (AS DEFINED BY THE PROJECT MANAGER) AND CONFINED SO THAT NO MATERIAL OR THEIR RUN-OFF WILL ENTER STATE WATERS. LOCATIONS SHALL BE APPROVED BY THE ENGINEER IN CONSULTATION WITH BOULDER COUNTY.
2. CONTAIN AND CLEANUP EQUIPMENT FUEL, OIL, AND LUBRICANT LEAKS.
3. BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND ANY OTHER CHEMICALS SHALL HAVE SECONDARY CONTAINMENT OR EQUIVALENT ADEQUATE PROTECTION SO AS TO CONTAIN ALL SPILLS AND PREVENT ANY SPILLED MATERIAL FROM ENTERING STATE WATERS.
4. CONTRACTOR SHALL INSPECT AND CERTIFY EQUIPMENT AND VEHICLES DAILY TO ENSURE PETROLEUM, OILS, AND LUBRICANTS (POL) ARE NOT LEAKING ONTO THE SOIL OR PAVEMENT. ABSORBENT MATERIAL OR CONTAINERS APPROVED BY THE ENGINEER SHALL BE USED TO PREVENT LEAKING POL FROM REACHING THE SOIL OR PAVEMENT. CONTRACTOR SHALL HAVE READY APPROVED ABSORBENT MATERIAL OR CONTAINERS OF SUFFICIENT CAPACITY TO CONTAIN ANY POL LEAK THAT CAN REASONABLY BE FORESEEN. ALL MATERIALS RESULTING FROM POL LEAKAGE CONTROL AND CLEANUP SHALL BE PROPERTY OF THE CONTRACTOR AND REMOVED FROM THE SITE. THE COST FOR CONTROL AND CLEANUP OF POL LEAKS SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF THE WORK.

1. SILT FENCE, BERMS OR OTHER SEDIMENT CONTROL DEVICES SHALL BE PLACED AT THE TOE (OR JUST BEYOND TOE) OF ALL ERODIBLE STOCKPILES (INCLUDING TOPSOIL). SEDIMENT CONTROL OR STOCKPILES WILL NOT BE PAID FOR SEPARATELY.
2. THERE SHALL BE NO STOCKPILING OR SIDE CASTING OF WASTE MATERIALS INCLUDING BUT NOT LIMITED TO PAINT CHIPS, ASPHALT, AND CONCRETE ADJACENT TO ANY STATE WATERS.
3. STOCKPILES WITHIN THE PREBLEES BUFFER MUST BE COVERED WITH A TARP DURING NON-WORKING HOURS.

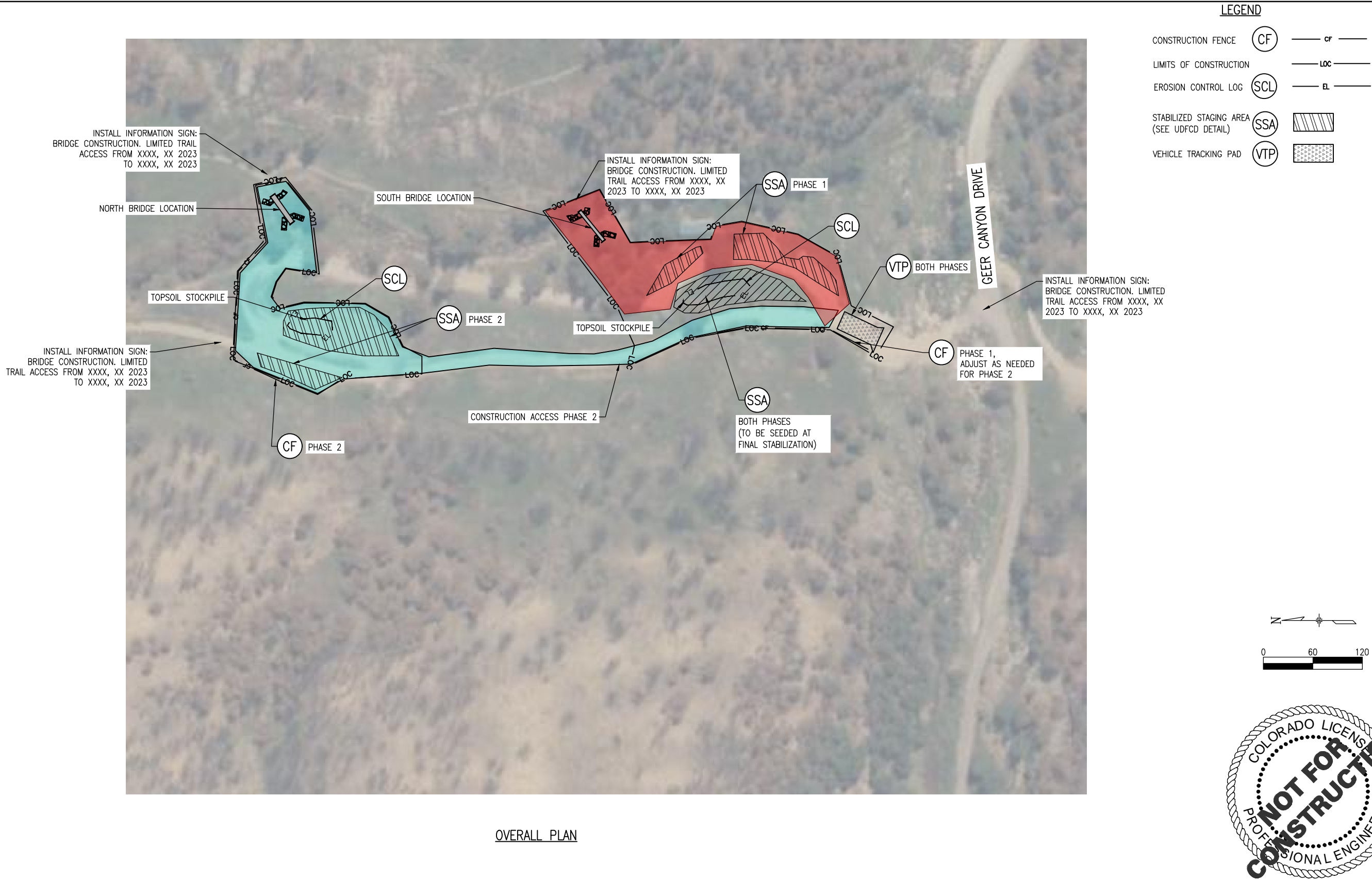
1. CONTRACTOR SHALL CERTIFY THAT CONSTRUCTION EQUIPMENT HAS BEEN CLEANED PRIOR TO SITE ARRIVAL. VEHICLES SHALL BE FREE OF SOIL AND DEBRIS CAPABLE OF TRANSPORTING NOXIOUS WEED SEEDS OR ROOTS ONTO THE SITE.



ALL BMP'S FOR CONSTRUCTION ACTIVITES SHALL BE CONSTRUCTED PER MILE HIGH FLOOD DISTRICT URBAN DRAINAGE CRITERIA MANUAL VOLUME 3, CHAPTER 7 OR CDOT MS STANDARDS 208.



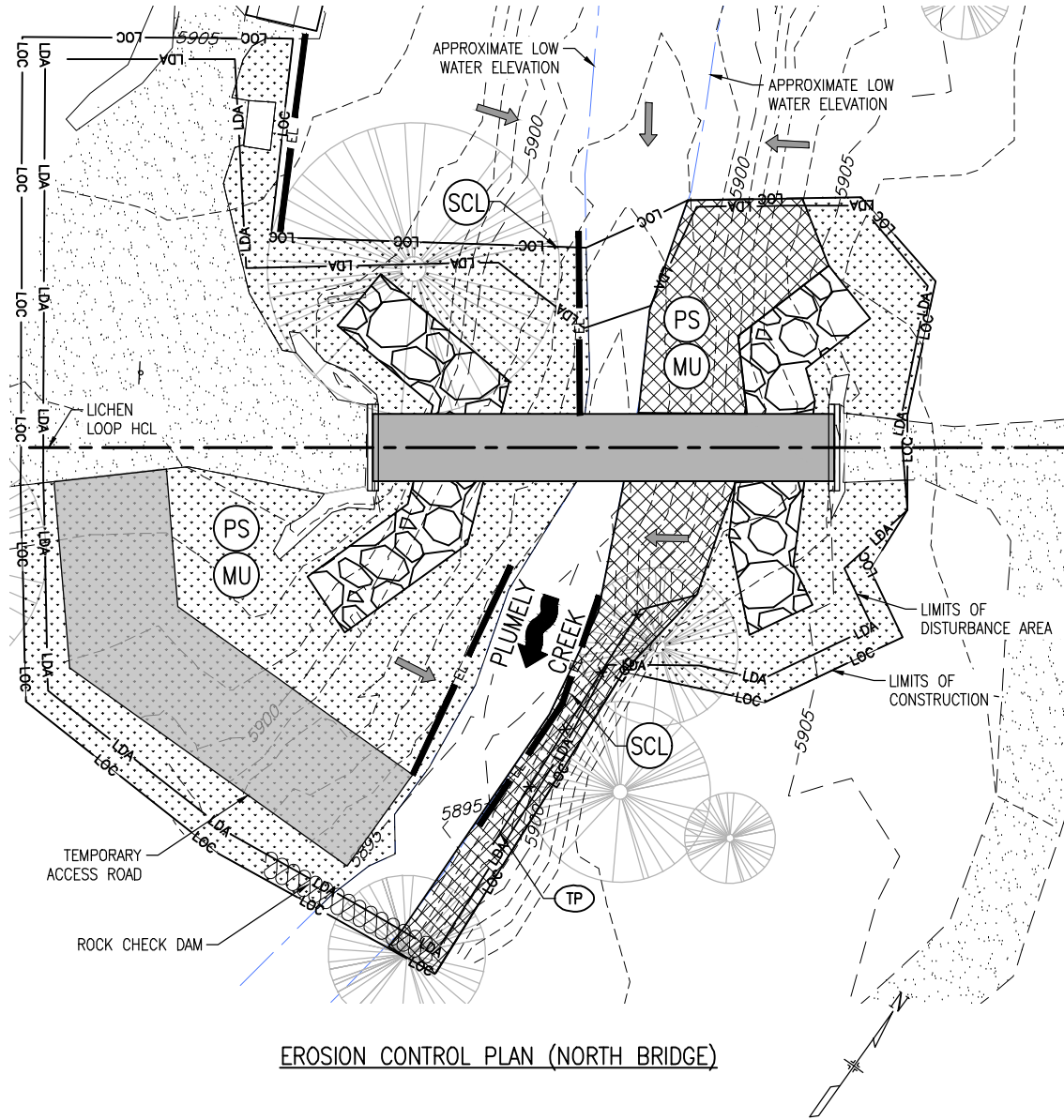
Print Date: Oct 04, 2022		<div><div></div><div></div><div></div><div></div><div></div></div>	Sheet Revisions					As Constructed		HEIL VALLEY RANCH TRAIL BRIDGES EROSION CONTROL NOTES			Project No./Code	
File Name: 20584-043-SWMP.dwg			Date:	Comments	Init.			No Revisions:					-	
Horiz. Scale: Vert. Scale:								Revised:	Designer: I. Dumin	Structure		-		
									Detailer: M. Cunningham	Numbers				
								Void:	Sheet Subset: EROSION	Subset Sheets:	1 of 3	Sheet Number 8		

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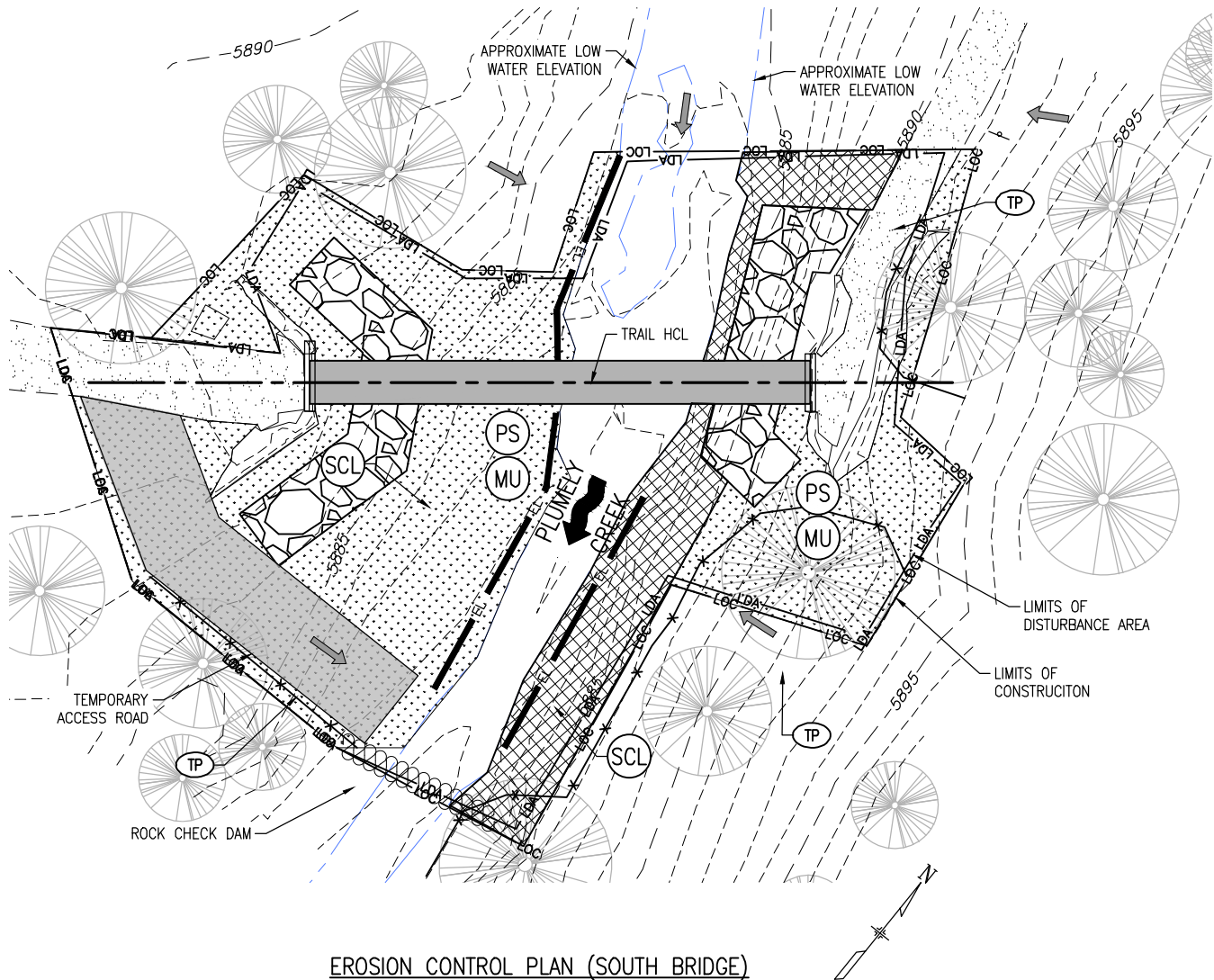


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File Name: 20584-045-Erosion Control.dwg		Date:	Comments	Init.			No Revisions:					-	
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								Detailer: M. Cunningham					
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EROSION CONTROL PLAN (NORTH BRIDGE)





EROSION CONTROL PLAN (SOUTH BRIDGE)

LEGEND	
ROCK CHECK DAM	
EROSION LOG TYPE 1 (20 INCH)	
TREE PROTECTION	
SEEDING (BROADCAST)	
TOPSOIL (CIP)	
MULCHING (WEED FREE HAY)	
HYDROMULCH AND NATIVE SEEDING)	
LIMITS OF CONSTRUCTION	
LIMITS OF DISTURBANCE AREA	
DIRECTION OF EXISTING OVERLAND FLOW	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
STREAM WATER LINE	
TEMPORARY ACCESS ROAD	



Print Date: Sep 30, 2022
File Name: 20584-045-Erosion Control.dwg
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		As Constructed		HEIL VALLEY RANCH TRAIL BRIDGES EROSION CONTROL		Project No./Code	
		No Revisions:				-	
		Revised:	Designer: I. Dumin	Structure Numbers		-	
			Detailer: M. Cunningham				
	Void:	Sheet Subset: EROSION	Subset Sheets: 3 of 3		Sheet Number 10		

ATTACHMENT D

SPECIFICATIONS FOR THE HEIL VALLEY RANCH II PREFABRICATED FIBER REINFORCED POLYMER (FRP) TRAIL BRIDGE

1.0 GENERAL

1.1 Scope

These specifications are for a fully engineered clear span bridge of Fiber Reinforced Polymer (FRP) composite construction and shall be regarded as the minimum standards for design and construction. Unless amended herein, the existing provisions of the AASHTO Standard Specifications for Highway Bridges, 17th Edition, shall apply.

1.2 Qualified Suppliers

The bridge Manufacturer shall be an ISO 9001:2008 accredited company for the design, engineering, and manufacture of FRP structural components and systems. The company shall have been in the business of design, engineering, and fabrication of bridges for a minimum of ten years. Company shall provide a list of five successful bridge projects of similar construction, each of which has been in service at least three years. List the location, bridge size, owner and contact reference for each bridge.

2.0 GENERAL DESIGN FEATURES

2.1 Bridge Dimensions

A. Span: Bridge spans shall be in accordance with the Plans and Specifications.

B. Width: Bridge widths shall be in accordance with the Plans and Specifications.

2.2 Bridge System Type

Bridges shall be designed as a FRP composite side truss span with outriggers. Bridges shall have sloped ends.

2.3 Member Components

All bridge components, except decking, shall be fabricated from pultruded FRP composite profiles and structural shapes as engineered.

2.4 Camber

The bridge shall have a vertical camber dimension at mid-span equal to 100% of the full dead load deflection plus 1% of the full length of the bridge.

3.0 ENGINEERING

Structural design of the bridge structure shall be performed by or under the direct supervision of a Licensed Professional Engineer. The bridge design shall be in accordance with recognized engineering practices and principles.

3.1 Uniform Live Load

All bridge members shall be designed for an evenly distributed live load of 90 pounds per squarefoot of deck area.

3.2 Vehicle Load

- A. A vehicle load of 10,000 lb. (H-5 Truck) shall be used for the bridge.
- B. The maintenance vehicle live load shall not be placed in combination with the pedestrian liveload.
- C. A vehicle impact allowance is not required.

3.3 Wind Load

- A. All bridges shall be designed for a minimum wind load of 35 psf. The wind is calculated on theentire vertical surface of the bridge as if fully enclosed.
- B. Ultimate velocity wind load for this area is 165 mph. Based on the wind loading for the area, awind overturning force shall be applied according to Article 3.15.3 of the *AASHTO Standard Specifications for Highway Bridges*.

3.4 Seismic Load

Seismic loads shall be determined according to the criteria specified in the 2015 InternationalBuilding Codes.

3.5 Allowable Stress Design Approach

A factor of safety of 4 shall be used for determining allowable stresses based on the ultimatestrength of the FRP material.

3.6 Serviceability Criteria

Service loads are used for the design of all structural members when addressing deflection andvibration issues. Criteria used by Manufacturer in the design of FRP bridges are as follows:

- Deflection:
Live Load (LL) deflection = $L/500$ Vertical Frequency (fn): = 5.0 Hz

The fundamental frequency of the pedestrian bridge (in the vertical direction) without live load should be greater than 5.0 hertz (Hz) to avoid any issues with the first and second harmonics.

- Horizontal Frequency (fn): = 3.0 Hz

The fundamental frequency of the pedestrian bridge (in the horizontal direction) without live load should be greater than 3.0 hertz (Hz) to avoid any issues due to side to side motion involving the first and second harmonics.

3.7 Snow Load

Snow load design data for the project area is 50 lbs/sqft. Based on the snow load data for the area, sustained snow load conditions shall be evaluated for time dependent effects (creep and relaxation) and expected recovery behavior.

4.0 MATERIALS

4.1 FRP Composites

FRP bridges shall be fabricated from high-strength E-glass and isophthalic polyester resin unless otherwise specified. Weathering and ultraviolet light protection shall be provided by addition of a veil to the laminate construction. Minimum characteristic design strengths, developed per ASTM D7290, are as follows:

- | | | |
|-------------------------------|---------------|--|
| • Tension | 59,150 psi | ASTM D638 |
| • Compression | 43,363 psi | ASTM D6641 |
| • Shear (In-plane) | 9,954 psi | ASTM D5379 |
| • Shear (Interlaminar) | 3,969 psi | ASTM D2344 |
| • Young's Modulus of the two) | 3,870,000 psi | ASTM D6641 & D638 (Taken as the mean of the lessor |

The minimum thickness of FRP Composite shapes shall be as follows unless otherwise specified:

- Square tube members (closed type shape) shall be a minimum thickness of 0.25 in. (6.4 mm)
- Wide-flange beams, channel sections, and angles (open type shapes) shall be a minimum thickness of 0.25 in. (6.4 mm)
- Standard plate shall be a minimum thickness of 0.25 in. (6.4 mm)

4.2 Decking

- A. Wood decking: Wood decking shall be a standard 3 in. x 12 in. (nominal) for pedestrian, equestrian, bicycle, and vehicle type loading conditions. Decking shall be No. 2 Southern Yellow Pine, treated in accordance with the Western Wood Preservers Institute's Best Management Practices for the Use of Treated Wood in Aquatic Environments. The treatment shall be a waterborne preservative in accordance with American Wood Protection Association (AWPA) Standard U1, Category UC4A.
- B. Running Planks (Wearing Surface): Running planks shall be standard 5/4 in. x 6 in. (nominal) planks. The planks shall have a minimum length of 8 feet. Planks shall be installed 90 degrees perpendicular to and over the top of the 3 in. x 12 in. deck planks and shall be the full width of the bridge. Wood shall be No. 2 Southern Yellow Pine, treated in accordance with the Western Wood Preservers Institute's Best Management Practices for the Use of Treated Wood in Aquatic Environments. The treatment shall be a waterborne preservative in accordance with American Wood Protection Association (AWPA) Standard U1, Category UC4A.

4.3 Hardware

- A. Bolted connections shall be A307 hot-dipped galvanized steel unless otherwise specified.
- B. Mounting devices shall be galvanized or stainless steel.
- C. Hardware in contact with treated lumber shall be compatible for that use. Hardware shall not be susceptible to corrosion from the chemicals used in wood treatment process.

5.0 SUBMITTALS

5.1 Drawings

Schematic drawings and diagrams shall be submitted to the County for their review. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the work to be done. All relative design information such as member sizes, bridge reactions, and general notes shall be clearly specified on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be signed and sealed by a licensed Professional Engineer.

5.2 Calculations

As required, structural calculations shall be submitted to the County. All calculations will

be signed and stamped by a licensed Professional Engineer.

6.0 FABRICATION

6.1 Tolerances

- A. All cutting and drilling fabrication to be done by experienced fiberglass workers using carbide or diamond-tipped tooling to a tolerance of 1/16". No material deviations beyond industry standards will be accepted.
- B. All cut edges to be cleaned and sealed.

6.2 Profile Tolerances

Pultruded profiles shall be manufactured to the dimensional requirements as set forth in ASTM D3917.

7.0 RAILINGS

7.1 Railings

- A. Railings shall be 42" above the floor deck.
- B. Railings shall include a top cap the entire bridge length including the beveled ends.

7.2 Safety Rails

- A. Continuous horizontal safety rails of 3" channel shall be located on the inside of the trusses.
- B. Maximum opening between the safety rails shall not be greater than 4".
- C. Safety rails shall terminate at the beveled ends.

7.3 Toeplates

Continuous horizontal toe plates of 3" channel shall be located on the inside of the trusses near deck level.

8.0 FINISH

FRP Bridge components shall be dark brown in color. Color shall be added during the manufacturing process. Painting will not be allowed.

9.0 WARRANTY

Manufacturer shall warrant the structural integrity of all FRP materials, design and workmanship for 15 years. This warranty shall not cover defects in the bridge caused by foundation failures, abuse, misuse, overloading, accident, faulty construction or alteration, or other cause not the result of defective materials or workmanship. This warranty shall be limited to the repair or replacement of structural defects and shall not include liability for consequential or incidental damages.

ATTACHMENT E
TERMS AND CONDITIONS

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS

1. The offer of seller, either orally or in writing, shall for all purposes be deemed accepted upon execution of this purchase order.
2. No terms additional to or different from those contained herein shall be valid or effective unless otherwise specified on this purchase order.
3. The Seller acknowledges that it has carefully reviewed and examined this purchase order with all of its incorporated documents attached, and the Seller will not make any claim to the Purchaser based upon or arising out of any misunderstanding or misconception on its part of the provisions and requirements of this purchase order: The seller acknowledges that it has fully examined and analyzed all conditions that could affect its performance and that no conditions exist which would affect the progress, performance, or price of this purchase order.
4. The making of payment shall not constitute an acceptance of any defective or incomplete work.
5. The failure of the Seller to perform any material obligation of this purchase order shall be deemed a default and Purchaser shall thereon be entitled, in addition to any other legal rights and remedies it may have, to cancel this purchase order. The Seller shall be responsible and liable to purchaser for all damages, costs, disbursements and expenses, including attorney's fees, incurred by the Purchaser as a result of the seller's breach or default of this purchase order.
6. This purchase order shall not be changed, modified, or altered except in writing and signed by Seller and Purchaser.
7. The right of cancellation in case of long delay in shipment is reserved.
8. No sales tax or use tax shall be included in or added to prices of materials on this order.
9. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on backorder or canceled.
10. On prepaid freight shipments, copy of freight bill must accompany invoice.
11. This purchase order shall not be assigned in whole or in part nor shall any interest therein including the right to any proceeds and any such purported assignment shall be void.
12. Financial obligations of the county are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available as a result, the county reserves the right to terminate this agreement should necessary funds not be appropriated, budgeted, or otherwise made available.
13. If this purchase order covers equipment, materials, or containers thereof that are required by law to be constructed, packaged, labeled, or registered in a prescribed manner - such as, but not limited to, fabrics, poisons, combustibles gases, and any vehicles, storage tanks, and the like intended for transporting or storing the same. Seller hereby warrants that such equipment, materials, and containers will be in compliance with all such laws irrespective of whether Seller's shipments to Purchaser are interstate or intrastate. This provision applies whether or not a specification is furnished by Purchaser. No extra charges of any kind including charges for boxing, packaging, or cartage shall be allowed.
14. Seller hereby warrants for a period of one year after acceptance of all materials furnished hereunder by Purchaser, that all materials furnished hereunder will be free from all faults and defects, fit and sufficient for the purpose intended, merchantable, of good workmanship and in conformity with any specifications, drawings or samples specified or furnished herewith.
15. The validity, interpretation and performance of this Purchase Order shall be governed by the laws of the State of Colorado. Titles, captions or headings to any provisions, Articles, etc., shall not limit the full contents of same. If any term or provision of this purchase order is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this purchase order.

ATTACHMENT F - SAMPLE - CONTRACT

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	TBD
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Parks and Open Space
Division/Program	Resource Planning Project Management and Design
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – Name, email	Renee Bookless rbookless@bouldercounty.org 303-678-6200
Project Contact – Name, email	TBD
Invoice Contact – Name, email	Boulder County Parks and Open Space Department Accounts Payables pospayables@bouldercounty.org
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- Name, title, email	
Contact 2- Name, title, email	
Contract Term	
Start Date	The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract. NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.
Expiration Date	TBD NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	TBD
Contract Amount	
Contract Amount	\$000.00
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
RFP NO. XXXX-22; HEIL VALLEY RANCH OPEN SPACE TRAIL BRIDGES AND BOULDER REVETMENT DESIGN AND CONSTRUCTION PROJECT	

Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents")	
b. Contractor's proposal in response to the Bid Documents (the "Proposal")	
c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work")	
d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
Purchasing Details – County Internal Use Only	
Grant Funded?	NO
Bid Number	RFP#
Award Date	
If no Bid No., bid process used	Choose an item.
COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	
Contract Notes	
<i>Additional information not included above</i>	
Project subject to Payment Bonds and Performance Bonds	
Project subject to Retainage	
Project subject to Contractor Evaluation	
Project subject to Notice of Final Settlement	
[RESERVED CLAUSES]	
ACCOUNT CODE: TBD	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Parks and Open Space Department ("County") and [Contractor] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (i) in a good and workmanlike manner, (ii) at its own cost and expense, (iii) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (iv) in strict accordance with the Contract. County and its representatives shall have access to the Work at all times.

a. Contractor shall supervise and direct the Work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

b. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work. Contractor warrants that all materials incorporated into the Work will be new unless otherwise specified.

c. Contractor shall at all times enforce good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to such person. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the Work to ensure safe conditions on the premises at all times. Contractor shall comply with all laws, regulations, ordinances, rules, and orders of any public authority bearing on the safety of persons and property. In the event that County notifies Contractor of any unsafe conditions or practices, Contractor shall immediately take all actions required to remediate them at no expense to County. County reserves the right to immediately suspend the Work in the event of imminent hazard, as determined by County.

d. At all times, Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations. Upon completion of the Work, Contractor shall remove all of its waste materials and rubbish from the premises, as well as its tools, construction equipment, machinery and surplus materials.

e. Contractor shall confine operations on the premises to areas permitted by law, ordinances, permits, this Contract, and as directed by County, including storage of any materials or equipment.

f. Any claim for an increase in the **Contract Amount** shall be made and generally described by Contractor in writing and delivered to County promptly, in no event later than thirty

(30) days after the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered to County within sixty (60) days after such occurrence and shall be accompanied by Contractor's written statement that the amount claimed covers all known amounts to which Contractor is entitled as a result of the occurrence of said event. All claims for increase in the **Contract Amount** shall be determined by County if the Parties are unable to otherwise reach agreement on the claim.

g. Before ordering any materials or doing any Work, Contractor shall verify all measurements for the Work and shall be responsible for the correctness of same.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. Notwithstanding, Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work. As specified in RFP NO. XXXX-22, Contractor shall have one hundred eighty (180) calendar days to complete the Work. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work will not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule. Contractor shall promptly notify County of any aspect of the Work that will not be delivered or accomplished according to the initial schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: **Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.**

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance

schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County 's discretion. Upon County 's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County 's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its

obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract. Contractor shall not contract with a person or entity to whom County has made a reasonable objection.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for insuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Contractor shall promptly notify County

if any drawings or specifications are at variance with any laws, regulations, ordinances, or codes. If Contractor performs any Work contrary to such laws, regulations, ordinances, or codes, Contractor shall bear all costs arising therefrom. County approval of the Work or any aspect of Contractor's performance, such as drawings, specifications, plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by

the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: All construction, deconstruction, remodel, and office move projects are required to follow construction waste procedure modeled off of Boulder County BuildSmart Code, International Green Construction Code (IGCC), International Energy Conservation Code (IECC), and Leadership in Energy and Environmental Design (LEED) certification, as an effort to achieve maximum jobsite waste diversion, energy efficiency, and water conservation. All 'demolition projects' are to follow deconstruction procedures. Instead of demolition project materials being crushed and primarily sent to the landfill, these projects should be systematically dismantled, typically in the opposite order they were constructed, in order to maximize the salvage of materials. Any hazardous materials encountered should follow state and federal standards, and contractor shall leverage the Boulder County Hazardous Materials Management facility for hazardous materials. The development of a project diversion plan is encouraged to include material types and volume/weight estimations as well as planned destinations. Projects must track all jobsite waste.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. County Opportunity to Review: Contractor shall provide County with the opportunity to review and approve or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents.

43. Notice to Proceed: The Parties agree that time is of the essence and work will begin after a "Notice to Proceed" has been issued by the County and in accordance with the terms therein.

44. Retainage: County may retain partial payment pending completion and County acceptance of the Work as satisfactory and fully and finally complete. For contracts that exceed \$150,000, the retention rate shall not exceed five percent – ten percent (5% - 10%). C.R.S. § 24-91-103. Contractor is responsible for submitting a final invoice for any retainage held by County. If it becomes necessary for County to take over completion of the Work, all of the amounts owing to Contractor, including the withheld percentage, shall be applied: First, towards completion of the Work; second, towards performance of the withholding requirement set forth in C.R.S. § 38-26-107; third, to the surety furnishing bonds for the Work, to the extent such surety has incurred liability or expense in completing the Work or made payments pursuant to C.R.S. § 38-26-106; then, to Contractor. Such retained percentage as may be due to Contractor shall be due and payable as provided by C.R.S. § 38-26-107.

45. Bonds: Upon County's request, Contractor shall obtain and deliver to County payment and performance bonds each equal to 100% of the total Contract. Bonds shall be executed by a qualified corporate surety and must be acceptable to County. County reserves the right to accept other acceptable forms of surety in lieu of a bond, and to reduce the bond requirements set forth herein consistent with C.R.S. § 38-26-106.

46. Change Orders: If unforeseen modifications or changes are required, Contractor may submit a Change Order request to County, which must include a complete description, timeline, and fee schedule for the proposed work. Change Orders are not effective until approved by County in writing.

47. No Suspension or Debarment: Contractor certifies, and warrants for the duration of this Contract, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

48. Permits/Licenses/Code Compliance: Prior to starting the Work, Contractor will identify and obtain, and maintain during this Contract, all permits and licenses necessary to perform the Work. Contractor shall comply with all State and local codes. Contractor is responsible for locating all public utilities, as necessary. Contractor shall require its subcontractors to comply with this provision. HVAC, roofing, and general contractors must be licensed through Boulder County Land Use. Electricians and plumbers must be licensed through the State and registered with Boulder County Land Use Building Safety and Inspection Division. Architects, Professional Engineers and Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to County prior to Contractor beginning the Work.

49. Stormwater Quality Protection Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, Contractor must comply with the requirements of MS4 permit (COR090000), which is available through the Colorado Department of Public Health and Environment.

50. Guaranties and Warranties: Upon completion of the Work, Contractor will provide County with a written guaranty covering all labor, materials and workmanship incorporated into the Work for one (1) year, or within any such longer period of time as may be prescribed by law, the specifications, or any other applicable special warranty required by the **Contract Documents**. Final payment upon full and final completion of the Work will not relieve Contractor of responsibility for faulty material or workmanship, which County may require Contractor to fix at Contractor's

sole expense, in addition to County's other remedies. This provision shall apply to Work completed by Contractor's employees and subcontractors.

51. Final Payment: A final inspection of the Work shall be conducted by County. If a list of deficiencies results from such final inspection, Contractor shall promptly rectify all items appearing thereon before final payment will be made. When County indicates acceptance of the Work, Contractor may request final payment from County, including any retained amounts. Final payment shall be subject to C.R.S. § 38-26-107.

52. Notice of Final Settlement: Prior to remitting final payment to Contractor, County shall publish a Notice of Final Settlement in accordance with C.R.S. § 38-26-107. Final payment will be rendered in accordance with the statute and the other terms of this Contract. Final payment will not be rendered until County, in its sole discretion, determines full and final completion of the Work.

53. State Specifications: The Standard Specifications for Road and Bridge Construction 2017, either in whole or as set forth in the Bid Documents, are expressly incorporated into this Contract by reference.

54. Determination of Unit Prices: County will determine the actual quantities and classifications of Unit Price Work performed by Contractor. The Parties will review the County's preliminary determinations before County renders a written decision thereon (by recommendation of an Application for Payment or otherwise), which shall be final and binding upon Contractor. The value of any Unit Price Work covered by a Change Order or claim for an increase or decrease in the Contract Amount shall be determined by applying the unit prices to the quantities of items.

a. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Parties agree that the Contract Amount includes the total cost of Unit Price Work, determined by multiplying the quantity of each item by its unit price. Initial quantity determinations are estimates, which must be adjusted to reflect actual quantities. Contractor shall make a claim in writing to County for any additional amounts owed where actual quantities exceed estimated quantities. Contractor shall provide such written claim within twenty (20) days of providing the items and shall be accompanied by supporting documentation. The written claim shall include a statement that the claimed amount covers all known amounts (direct, indirect and consequential) to which Contractor is owed. County shall only pay Contractor for actual quantities of items provided hereunder.

b. The Parties agree that each unit price adequately covers Contractor's overhead and profit for each item.

55. Records Retention/Access/Audits: Contractor shall maintain all records and documents pertaining to this Contract in accordance with the requirements prescribed by County. Such records shall be maintained for a period of five (5) calendar years after the date of Contractor's final payment from County under this Contract. Contractor agrees that County or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract as necessary and upon request, throughout the term of this Contract, and for five (5) calendar years after the date of the final payment hereunder. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have

information related to such records. County and Contractor acknowledge that protected information is exempt from this requirement without proper client release.

56. **Substantial Completion:** Substantial completion shall be achieved where the Work has progressed to the point where, in the opinion of County, it is sufficiently complete, in accordance with the **Contract Documents**, so that the Work (or specified part) can be utilized for the purposes for which it was intended.

a. When Contractor considers the entire Work ready for its intended use, Contractor shall notify County in writing that the entire Work is substantially complete (except for items that may be listed by Contractor as incomplete).

b. Within a reasonable time thereafter, County and Contractor shall make an inspection of the Work to determine the status of completion.

c. If County does not consider the Work substantially complete, County will notify Contractor in writing giving the reasons therefore. If County considers the Work substantially complete, County will provide notice to Contractor of the date of Substantial Completion. Notice of substantial completion may include a list of items to be completed or corrected before final payment; unless Contractor objects in writing and so informs County within seven (7) days, County's recommendations of Work to be completed and corrected shall be binding on Contractor until final payment.

57. **Survival After Termination:** Upon expiration or termination of this Contract, the obligations which by their nature are intended to survive expiration or termination of this Contract, will survive, including but not limited to the re-seeding and/or re-vegetative obligations set forth in the Scope of Work.

58. **Insurance:** Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. **Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. **Notice of Cancellation:** Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County

any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$3,000,000.00, following form.

v. **Professional Liability (Errors and Omissions)**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

vi. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

Contractors with 11-15 County clients:	\$500,000
Contractors with 16 or more County clients:	\$1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest:	Initials		
Attestor Name:			
Attestor Title:			

ATTACHMENT F SAMPLE CONTRACT

RFP HEIL VALLEY RANCH OPEN SPACE TRAIL BRIDGES AND BOULDER REVETMENT DESIGN AND CONSTRUCTION PROJECT